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**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**ARTICLES OF ORGANIZATION**  
**CA LIMITED LIABILITY COMPANY**  
California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 657-5448

For Office Use Only

**-FILED-**

File No.: 202565710523

Date Filed: 2/24/2025

Limited Liability Company Name	1852 Barrington LLC
Initial Street Address of Principal Office of LLC Principal Address	11669 MISSOURI AVE LOS ANGELES, CA 90025
Initial Mailing Address of LLC Mailing Address	11669 MISSOURI AVE LOS ANGELES, CA 90025
Attention	Bobby M. Matsumoto
Agent for Service of Process Agent Name	Bobby M Matsumoto
Agent Address	11669 MISSOURI AVE LOS ANGELES, CA 90025
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure The LLC will be managed by	One Manager
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Kevin J Quock Esq</i>	02/24/2025
Organizer Signature	Date

**ATTACHMENT TO ARTICLES OF ORGANIZATION OF  
1852 BARRINGTON, LLC**

**7A. Restrictions on Transfer and Admission of a New Member.**

The members may admit to the limited liability company one or more additional members who shall participate in the profits, losses, available cash flow, and ownership of the assets of the limited liability company on such terms as are in accordance with the Operating Agreement. Notwithstanding the foregoing, the admission of any such additional member or members shall require the consent of members then holding a Majority-In-Interest as defined below. The transfer of any membership interest of the company shall require the prior written consent of the other members then holding a majority of the non-transferred profits, majority of non-transferred capital interests, or written consent of other members constituting a majority in number of non-transferring members.

**7B. Dissolution and Continuity.**

The limited liability company shall be dissolved and wound up upon the occurrence of any of the following events:

- a. When the period fixed for the duration of the company expires; or
- b. A determination by members then holding a Majority-In-Interest as defined below ;  
or
- c. Upon the death, retirement, withdrawal, resignation, expulsion, bankruptcy, or dissolution of a member or occurrence of any other event which terminates the continued membership of a member in the limited liability company, unless thereafter the limited liability company will have at least two remaining members and either (i) the limited liability company or its remaining members purchase the membership interest of the disassociated member, (ii) the remaining members of the limited liability company then holding a Majority-In-Interest provide written consent for the transfer resulting in the disassociation event or (iii) the remaining members of the limited liability company then holding a Majority-In-Interest consent in writing to the continuation of business of the limited liability company as provided in Sub-Article 7C below; or
- d. The sale of all or substantially all of the assets of the limited liability company unless members then holding a Majority-In-Interest consent in writing to the continuation of business by limited liability company; or
- e. By entry of a decree of judicial dissolution of limited liability company pursuant to California Corporations Code 17701.03.

7C. Right to Continue Business by Consent of Majority-In-Interest.

Upon the death, retirement, withdrawal, resignation, expulsion, bankruptcy or dissolution of a member, or occurrence of any other event which terminates the continued membership of a member in the limited liability company, the remaining members (if more than one) holding a Majority-In-Interest, as defined below, shall have the right exercisable by written consent to continue the business of the company.

7D. Nature of Membership Interest.

The interest of each member of the limited liability company constitutes the personal estate of that member, and may be transferred or assigned with the prior written consent of other members then holding a majority of the nontransferred profits or a majority of nontransferred capital interests, or with the prior written consent of other members constituting a majority in number of the nontransferring members approving of the proposed transfer or assignment. Unless the other members of this limited liability company, other than the member proposing to dispose of his, her or its interest, then holding a Majority-In-Interest, as defined below, consent to admission of the transferee as a substitute member, the transferee of the member's interest shall have no right to participate in the management of the business and affairs of this limited liability company or to become a member. The transferee shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which that member would otherwise be entitled and shall hold only an economic interest.

7E. Regulation of Business and Affairs.

The business and affairs of the limited liability company shall be regulated by an Operating Agreement between the limited liability company and its members, which agreement shall be in writing and shall be consistent with the legal requirements and provisions of the California Revised Uniform Limited Liability Company Act (California Corporations Code sections 17701.01 17713.13) and these Articles of Organization including all amendments thereto.

7F. Indemnifications.

EXCEPT AS PROVIDED BY LAW and to the extent permissible under California Corporations Code Section 17704.08, the limited liability company may indemnify any person made a party to a proceeding because he, she or it is or was a manager or member of the limited liability company against judgments, settlements, penalties, or expenses of any kind incurred as a result of action in that capacity if, acting as a manager, he, she or it has fulfilled all fiduciary duties owed to the limited liability company and to its members, and regardless of the position held, he, she or it conducted himself, herself or itself in good faith, he, she, or it reasonably believed that his, her or its conduct was in or at least not opposed to the best interests of the limited liability company and, in the case of any criminal proceeding, he, she or it had no reasonable cause to believe the conduct was unlawful.

The indemnification of expenses permitted herein shall only be authorized if at all by written Operating Agreement and any other agreements approved by all of the members. The Articles of Organization shall not be interpreted to limit in any manner the right to the indemnification, the power of the limited liability company to purchase any insurance or to provide for the advancement of expenses of a person who would otherwise be entitled thereto.

#### 7G. Amendments.

Amendments to the Articles of Organization of the limited liability company shall be adopted in accordance with the Operating Agreement or with the consent of all the members but in no event shall the Articles of Organization be amended by a vote of less than a Majority In Interest of the members.

#### 7H. Majority-In-Interest Defined.

"Majority-In-Interest" shall mean more than fifty percent (50%) of the interest of members (or class of members, as the case may be) in net profits for the expected term of the limited liability company and capital account balances determined as of the date of the relevant event under the Operating Agreement, but in any event, within the meaning of such terms as described in Revenue Procedure 94-46, 1994-28 IRB 1 or the most recent successor pronouncement.